

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 2/18/2010

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager
Virginia Employment Commission
P. O. Box 1358
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 154189

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 2/18/2010 for 6, Farmworker 45-2092-02
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.


(signature)

* * * * *

***PLEASE NOTE THAT THIS JOB ORDER WAS REJECTED BY THE VEC FOR NON-COMPLIANCE WITH VIRGINIA PREVAILING PRACTICES. AS THE EMPLOYER DID NOT MODIFY THE ORDER TO COMPLY WITH FEDERAL REGULATIONS, IT WAS WITHDRAWN. THIS POSTING IS FOR INFORMATION ONLY.

DATE _____

The above request has been reviewed and action taken as indicated below:

ACCEPTED _____ Location(s) to which extend:

REJECTED _____ Reason for Rejection: _____

COMMENTS:

Number of additional copies required. _____

(signature)

Agricultural and Food Processing Clearance Order
Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor
Employment and Training Administration

O.M.B. Approval No. 1205-0134, Expires 06/30/2006



<p>1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Belvedere Plantation, INC. 1410 Belvedere Drive Fredericksburg, Virginia 22408 (540)373-4478</p>	<p>Industry Code / Código de Industria 0161</p> <p>Job Order # / No. Orden de Empleo 154189</p> <p>Occupational Title and Code / Título Ocupacional y Código Farmworker Vegetable II 402.687.010</p> <p>Clearance Order Issue Date / Fecha de Tramite: 2/18/10</p> <p>Job Order Expiration Date / Fecha de expiración: 4/2/10</p> <p>6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 03/02/2010 To/ Hasta 11/21/2010</p>																																																
<p>2. Location and Direction to Work Site / Dirección del lugar de trabajo 1410 Belvedere Drive Fredericksburg Virginia 22408 6 mile southeast of Fredericksburg on Rt. 17 (see attachment / para más detalles vea 1)</p>	<p>7. No. of Worker's Requested / No. de Trabajadores Pedidos 6</p>																																																
<p>3. Location and Description of Housing / Dirección y Descripción de la Vivienda 1410 Belvedere Drive Fredericksburg, Virginia 22408 single story frame house (see attachment / para más detalles vea 1)</p>	<p>8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena</p> <table style="width:100%;"> <tr> <td colspan="2">Total: 40</td> </tr> <tr> <td>Sunday / Domingo 0</td> <td>Wednesday / Miércoles 7</td> </tr> <tr> <td>Monday / Lunes 7</td> <td>Thursday / Jueves 7</td> </tr> <tr> <td>Tuesday / Martes 7</td> <td>Friday / Viernes 7</td> </tr> <tr> <td></td> <td>Saturday / Sabado 5</td> </tr> </table> <p>9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	Total: 40		Sunday / Domingo 0	Wednesday / Miércoles 7	Monday / Lunes 7	Thursday / Jueves 7	Tuesday / Martes 7	Friday / Viernes 7		Saturday / Sabado 5																																						
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<p>4. Board Arrangements / Arreglo de Alojamiento In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to and from store at least once a week for supplies (for worker for whom housing must be provided) (see attachment / para más detalles vea 1)</p>																																																	
<p>5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The employer or agent agrees to interview referrals from all sources. Employer agrees to interview all US workers referred by the Virginia Employment Commission local office or by supply states who have been screened by such employment services for: 1. Availability for the entire season 2. Have transportation to job site 3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment. (see attachment / para más detalles vea 1)</p>																																																	
<p>10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Plants, cultivates and harvests vegetables, fruits, organically grown small grains and straw. Works on planter, plants roots, seeds and bulbs. May spread plastic or other ground covering. Weeds, plants, and thins. Transplants plants riding on transporter or by hand. May set poles or wires for vine plants. Picks, cuts, lifts, or pulls crop to harvest them. May tie vegetables in bunches or top them. May assist with irrigation. May operate and help maintain tractors or hand operated equipment. May assist with general farm building maintenance. Work in equipment operation will be expected. (see attachment / para más detalles vea 1)</p>																																																	
<p>10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] planta, cultiva, y cosecha vegetales (verduras), fruta, trigo (cereales) y paja crecidos biologicamente. Trabaja en la plantadora, planta raíces, semillas y bulbos (camotes). Podría extender plasticos o otras cubiertas de suelo (superficie). Desahacerse (cortar) de malas hierbas, memar (entesacar), y plantar. Transportar plantas, ir sobre la transplantadora o por mano. Podría poner paños(postes) y alambres para plantas de vid. Coge, corta, levanta, ojala cultivo para cosecharlos. Podría atar la verdura en manojos descabezarlos. Podría ayudar con la irrigación. Podría operar y ayudar a mantener los tractores o equipo de mano. Podría ayudar con el mantenimiento de la construcción general de la granja(finca). Trabaja en la operación de equipo se espera de los trabajadores. (see attachment / para más detalles vea 1)</p>																																																	
<p>11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Crop Activities / Cultivos</th> <th>Hourly Wage Salario por Hora</th> <th>Piece Rate / Unit(s) Pago por Pieza / Unidad(es)</th> <th>Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)</th> <th>Deductions / Deducciones</th> <th>YES SI</th> <th>NO</th> <th>Pay Period Periodo de Pago</th> </tr> </thead> <tbody> <tr> <td>planting, soil preparation, cultivate, harvest</td> <td>\$ 8.85</td> <td>\$</td> <td></td> <td>Social</td> <td>x</td> <td></td> <td>Weekly / Semanal</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Federal Tax Impuestos Federales</td> <td>x</td> <td></td> <td>x</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>State Tax Impuestos Estatales</td> <td>x</td> <td></td> <td>Bi-weekly / cada 2 sem.</td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Meals (comidas)</td> <td></td> <td>x</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td>\$</td> <td></td> <td>Other (specify)/ Otro</td> <td></td> <td>x</td> <td>Other / Otro</td> </tr> </tbody> </table> <p>More Details About the Pay/Más Detalles Sobre el Pago (see attachment / para más detalles vea 1)</p>		Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago	planting, soil preparation, cultivate, harvest	\$ 8.85	\$		Social	x		Weekly / Semanal		\$	\$		Federal Tax Impuestos Federales	x		x		\$	\$		State Tax Impuestos Estatales	x		Bi-weekly / cada 2 sem.		\$	\$		Meals (comidas)		x			\$	\$		Other (specify)/ Otro		x	Other / Otro
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<p>12. Transportation Arrangements / Arreglos de Transportación (Please explain) For workers that complete the 50% contact period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the federal register (for workers with and without receipts). The amount of reimbursement for transportation shall be the workers actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. See attachment item 12 for explanation. (see attachment / para más detalles vea 1)</p>																																																	
<p>13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, o pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?</p>																																																	
<p>14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>																																																	
<p>17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (if there are no such</p>																																																	

<p>arrangements, enter "None"/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")</p> <p>none</p>	
<p>18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")</p> <p>none</p>	
<p>19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)</p> <p>Virginia Employment Commission 14243 Historyland Highway Warsaw Virginia 22572</p>	<p>20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono)</p> <p>Darlene Sanchez 804-333-3675</p>
<p>21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.</p> <p>Employer's Signature & Title/ Firma y Título del Empleador</p>	
<p>READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte</p>	
<p>Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).</p>	

Item 2 Location and Direction to Work Site

1410 Belvedere Drive
Fredericksburg, Virginia 22408

7 miles southeast of Fredericksburg Virginia on Route 17 South.

Item 3 Location and Description of Housing

Housing is provided at no cost only to those workers who are not reasonably able to return the same day to their place of residence at the time of recruitment.

No tenancy is such housing is created. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Single story frame house.

Item 5 Referral Instructions

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the order holding office to inform job seekers of the terms and conditions of this clearance order. After coordinating the referral the order holding office will contact the employer directly and advise the employer of the referral or referrals. When possible, a translator will be made available. The employer will conduct interviews, either in person or by telephone, during the hours of 9:00AM to 4:00PM, Monday through Friday. Employer will interview the person during the above-mentioned hours if necessary.

Order holding office:

Virginia Employment Commission
14243 Historyland Highway
P.O. Box 67
Warsaw, Virginia 22572
(804) 333-3675

Employer's agent agrees to interview all United States Workers referred the State Employment Services, local or by supply states who have been screened by such employment services for:

1. Availability for entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to United States law. All worker hired under this job order must demonstrate eligibility to work legally in the United States. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the United States when referred to this order and at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Item 8. Work Week

The workday is from 7:30AM until 3:30 PM Monday through Friday and 8:00AM until 12 noon on Saturday with and unpaid lunch break (7hours/day and 5hours/day on Saturday. The worker may be required to work as much as 12 hours per day and/or on the Sabbath, depending on weather, seasonal demands of farms needs and other conditions.

Extreme heat, cold or drought may affect working hours. Employer will offer a minimum of 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Jobs offered are work on diversified crop farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Crops grown include pumpkins, corn, organically grown small grains, soybeans and gourds. Workers may work on planters, planting seeds and transplanting seedlings. Workers may cultivate and weed as needed and assist with irrigation and fertilization. Assist in the production of organic compost and related activities. Workers must also stake/tie plants. Workers will trellis and prune plants. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants.

Work is to be done in the field for long periods of time. Workers are expected to perform duties including boxing, weighing and loading crops. Workers may assist in loading trucks with boxed produce weighing from 50 to 75 pounds and lifting to a height of 5 feet.

In addition to the above activities workers may be required to perform variable general tasks such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, laying plastic, weeding and other tasks related to farming.

Work may also include mechanized fieldwork using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other farm and packinghouse equipments. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect worker's ability to perform job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer assures that workers will be provided transportation from living quarters to work site every day (for workers who must be provided housing.) Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available the entire period.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of workers.

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday and itemized accounting of earnings and of all legal and authorized deductions. FICA and FUTA deductions will be made for individual workers as applicable.

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to place of employment. Subsistence will be in accordance with current rates published in the **Federal Register** (for workers with and without receipts.) The amount of the reimbursement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, and able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the workers are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for employees.

Assurances

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

Workers Compensation Insurance

Carrier: The Brethren Mutual Insurance
Broker: Manry -Rawls Corporation
P.O. Box 67
22319 Main Street
Courtland, Virginia 23837-0067
800-999-2412

Policy: WCF0000433 01

Attached:

:

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be and abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violations(s) of the employer's work rules; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker; if he is not a United States worker because a United States worker makes himself available for the job under DOL 50% rule.

A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

APPLICATION FOR CONDITIONAL ENTRY

I, Belvedere Plantation, as the employer agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in 2007 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Belvedere Plantation, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the United States Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to occupied by May 01, 2010



Employer

1-22-10

Date

E. S. Representative

Date

We expect the total number of workers the employer will use in the occupation of this/these crop activities to be 8, of which 6 will be H-2A workers for which certification is requested and the balance will be United States workers. These numbers are estimates only as total work force needs are dependent upon weather, crop conditions and worker availability.



Employer



Brethren Mutual

Insurance Company

Hagerstown, MD 21740

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with the "Policy Provisions" completes the numbered

RENEWAL

INFORMATION PAGE

POLICY NUMBER: WCF0000433 01

AUDIT ☒ YES

RENEWAL OF POLICY NUMBER:

☐ NO

1. **INSURED** BELVEDERE PLANTATION INC &
M R FULKS & JUDY FULKS
1410 BELVEDERE DR
FREDERICKSBURG, VA 22408

INDIVIDUAL ☐
PARTNERSHIP ☐
CORPORATION ☒
or _____
ID#54-1663267

Other workplaces not shown above:*,*

2. **POLICY PERIOD** 12:01 A.M. Standard Time at the Insured's Mailing address. FROM 01/01/2010 TO 01/01/2011

REPRESENTATIVE MANNY-RAWLS CORPORATION
800-999-2412 P.O. BOX 67
22319 MAIN STREET
BCO ID: 1460 COURTLAND VA 23837-0067

Agent Code
7001001
01

3. **COVERAGE** A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here. 45-VA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.
The limits of our liability under Part Two are:

Bodily injury by Accident	\$1,000,000	each accident
Bodily injury by Disease	\$1,000,000	policy limit
Bodily injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **All states except North Dakota, Ohio, Washington, Wyoming, and states designated in item 3a of the information page.**

D. This policy includes these endorsements and schedules: See attached schedule.

4. **PREMIUM:** The premium for this policy will determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
VA Premium Total (SEE SUPPLEMENTAL DECS FOR BREAKDOWN)				6,562
COVERAGE B INCREASE	9812			231
TERRORISM RISK INSURANCE ACT OF 2007	9740			129
Premium for increased limits Part TWO, if applicable				\$
Total Premium subject to the Experience Modification of				\$
Premium Modified to reflect Experience Modification of				\$
Other Premium Charges				\$
Total Estimated Standard Premium				\$
Loss Constant (where applicable)				\$
Premium Discount, if applicable	0063			\$ -190
Expense Constant Charges	0900			\$ 180
Total Estimated Premium				\$
Second Injury Fund Surcharge (NJ only)				\$
Uninsured Employers Fund Surcharge (NJ only)				\$
Minimum Premium \$ 621				
TOTAL POLICY ESTIMATED COST				\$ 6,912
				Deposit \$

** ABSENCE OF ANY ENTRY MEANS "NO EXCEPTION"

Servicing Office: 149 N. Edgewood Drive
Hagerstown, MD 21740

Countersigned By Signature Not Required
Date: 11/11/2009

WC 99 06 01 04 08

INSURED COPY



Brethren Mutual

Insurance Company

Hagerstown, MD 21740

Billing Inquiries: 1-800-621-4264

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

This information page with the "Policy Provisions" completes the numbered

SUPPLEMENTAL DEC

VA INFORMATION

INFORMATION PAGE

POLICY NUMBER: WCF0000433 01

AUDIT ☒ YES

RENEWAL OF POLICY NUMBER:

☐ NO

1. **INSURED** BELVEDERE PLANTATION INC &
M R FULKS & JUDY FULKS
1410 BELVEDERE DR
FREDERICKSBURG, VA 22408

INDIVIDUAL ☐
PARTNERSHIP ☐
CORPORATION ☒
or _____
ID#54-1663267

Other workplaces not shown above:*. *

2. **POLICY PERIOD** 12:01 A.M. Standard Time at the Insured's Mailing address. FROM 01/01/2010 TO 01/01/2011

3. This policy includes these endorsements and schedules: See attached schedule.

4. **PREMIUM:** The premium for this policy will determined by our Manuals of Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
GARDENING - MARKET OR TRUCK &	0008	46,047	1.53	705
FARM: FIELD CROPS & DRIVERS	0037	63,552	4.41	2,803
FARM - BERRY OR VINEYARD & DRI	0079	42,585	2.25	958
GROCERY DEALER-RETAIL & DRIVER	8006	110,091	2.21	2,433
CLERICAL OFFICE EMPLOYEES NOC	8810	60,868	.16	97
Premium for increased limits Part TWO, if applicable				\$
Total Premium subject to the Experience Modification				\$
Premium Modified to reflect Experience Modification of	9898		.940	\$ -434
Other Premium Charges				\$
Total Estimated Standard Premium				\$
Loss Constant (where applicable)				\$
Premium Discount, if applicable				\$
Expense Constant Charges				\$
Total Estimated Premium				\$
Second Injury Fund Surcharge (NJ only)				\$
Uninsured Employers Fund Surcharge (NJ only)				\$
Minimum Premium \$				\$
			TOTAL STATE ESTIMATED COST	\$ 6,562

** ABSENCE OF ANY ENTRY MEANS "NO EXCEPTION"

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. ORDER NUMBER: 154189
2. NAME OF EMPLOYER: Belvedere Plantation
3. LOCATION OF EMPLOYER AND DIRECTIONS:
1410 Belvedere Drive, Fredericksburg, VA 22408
Spotsylvania County

PERIOD OF EMPLOYMENT
FROM: 3/15/2010 TO: 11/21/10

5. WORK SCHEDULE:
MINIMUM HOURS PER DAY 7
DAYS PER WEEK 6

6. PAY: HOURLY WAGE: ~~9.76~~
PIECE RATE: \$8.85

7. WORK TASKS TO BE PERFORMED:
Plant, cultivate and harvest vegetables, fruits, organically
grown small grains and straw.

8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE
AND RETURN Yes

9. HOUSING CAN ACCOMMODATE
PERSONS 6
INDIVIDUAL 6
FAMILY

10. MEALS: PROVIDED: NO
IF YES: COST PER DAY
(See item 4 on Job Order)
WORKERS MAY DO THEIR OWN COOKING:
YES

11. DEDUCTIONS:

TYPE	AMOUNT
SOCIAL SECURITY	0
INCOME TAX	0
TRANSPORTATION	0
TOOLS & EQUIPMENT	0
CREWLEADER CHARGES	0

12. NOTES TO WORKERS:
A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless
he/she notifies this job service of a later starting date by: 3/1/2010
In order for you to be eligible for this guarantee, you must contact
the Job Service at: 14243 Historyland Hwy, Warsaw, VA
During the period of: 3/2/10-3/8/10
Any Job Service office will assist you in doing this.

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON EXPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDER: 154189
2. NOMBRE DEL EMPLEADOR: Belvedere Plantation
3. LUGAR Y DIRECCION DEL EMPLEADOR:
1410 Belvedere Drive, Fredericksburg, VA 22408
Spotsylvania County 0

4. PERIODO DE EMPLEO:
DEL: 3/15/2010 AL: 11/21/10

5. HORARIO DE TRABAJO:
MINIMAS HORAS POR DIA 6
NUMERO DE DIAS POR SI 6

PAGO: SUELDO POR HORA: ~~9.76~~
PAGA POR UNIDAD: 0

7. LABORES A DESEMPEÑAR EN EL TRABAJO: \$8.85
Plantar, cultivar y cosechar de verduras fruta, granos
cultivado orgánicamente y paja.

8. TRANSPORTACION PROVISTA:
DESDE EL ENCAMPAMIENTO HASTA EL LUGAR
DE TRABAJO Y DE VUELTA Si

9. VIVIENDA DESPONIBLE PARA
PERSONAS 6
INDIVIDUOS 6
FAMILIAS 0

10. COMIDAS: PROVISTAS: NO
SI SON PROVISTAS, EL COSTO POR DIA SERA
(Vea Num. 4 en la Orden de Trabajo)
LOS TRABAJADORES TIENEN QUE CONCINAR SUS COMIDAS:
Si

11. DEDUCCIONES:

CLASE	CANTIDAD
SEGURO SOCIAL	0
IMPUESTOS SOBRE INGRESOS	0
TRANSPORTACION	0
HERRAMIENTAS Y MAQUINARIA	0
SUMA COBRADA POR EL CONTRATISTA DE TRABAJADORES AGRICOLAS	0

12. NOTAS PARA EL TRABAJADOR:
La copia de la orden completa esta disponible en la oficina para
su inspeccion.
El empleador da garantizado el pago por su primera semana de
empleo a menos que este notifique al Servicio de Empleos que la
fecha de comenzar a trabajar sera atrasada, y que tal notificacion
sen a mas tardar el: 3/1/2010

Para que Ud. Pueda tener derecho a esta garantia de pago, tendra
que ponerse en contacto con la Oficina del Servicio de Empleados
en el: 14243 Historyland Hwy, Warsaw, VA
Durante el periodo el 3/2/10-3/8/10
Cualquier Oficina del Servicio de Empleados le asistira en hacerlo.

SPOTSYLVANIA COUNTY - COMMUNITY SERVICE SHEET

SPOTSYLVANIA COUNTY HEALTH DEPT.

9104 Courthouse Rd.
Spotsylvania, VA 22553
540-582-7155

DEPARTMENT OF SOCIAL SERVICE

9104 Courthouse Rd.
Spotsylvania, VA 22553
540-582-7065

EMERGENCY SERVICES

SPOTSYLVANIA COUNTY RESCUE SQUAD

6429 Thornburg
Thornburg, VA 22565
540-582-2795

EMERGENCY ONLY - 911

SPOTSYLVANIA COUNTY FIRE DEPT.

6429 Thornburg
Thornburg, VA 22565
540-582-2795

SHERIFF OFFICE

SHERIFF OF SPOTSYLVANIA CO.

P.O. Box 124
Spotsylvania, VA 22553
540-582-7115

EMERGENCY ONLY - 911

VIRGINIA STATE POLICE

3804 Loren Dr.
Fredericksburg, VA 22408
540-891-4108

HOSPITAL

MARY WASHINGTON HOSPITAL

1001 Sam Perry Blvd.
Fredericksburg, VA 22408
540-899-1100

LEGAL

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT

1000 Preston Ave, Suite B
Charlottesville Virginia 22903
1-888-200-8479 or 804-296-8851

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services organization providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmwork is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems -- including unpaid wages, pesticide exposure, and on-the-job accidents. The workers' legal issues are compounded by the cultural, geographic, and linguistic barriers they face.

U.S. Department of Labor Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
536 South Clark Street Federal Building
9th Floor
Chicago, IL 60605



March 18, 2010

VIRGINIA EMPLOYMENT COMMISSION
RURAL SERVICES DIVISION
P. O. BOX 1358
RICHMOND, VA 23211

Re: Case No. C-10029-22686

RE: BELVEDERE PLANTATION

Dear Sir/Madam:

On February 18, 2010, this office accepted for consideration an application from you requesting H-2A temporary alien labor certification for six (6) job opportunities. On March 17, 2010, you submitted a request to withdraw the application.

Your request for withdrawal has been processed and the State Workforce Agency has been advised to close your clearance order for this application. You are reminded that you have an obligation to comply with all the terms and conditions of the H-2A job offer for those U.S. workers recruited through SWA referrals to whom hiring commitments have been made.

Please include your case number on any correspondence sent to the processing center; failure to do so may result in a delay in processing your application.

Sincerely,

William L. Carlson
Certifying Officer

Enclosure

CC: BELVEDERE PLANTATION